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**DECISION**



*J. Secretary, 1/11/77*  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20549

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FILE: B-192836

DATE: February 20, 1979

**MATTER OF:** Heidrun H. Horton - Compensation for work performed beyond limitation of appointment

**DIGEST:** Temporary employee of Department of Army who worked beyond her appointment limitation because she relied on statements made by her supervisors that a retroactive permanent appointment would be forthcoming is entitled to be paid the reasonable value of services rendered as a de facto employee since the services were performed in good faith and under color of authority.

This action is in response to the request of Major Nenad Matich, Finance and Accounting Officer, Department of the Army, Fort Sheridan, Illinois, for an advance decision as to whether Mrs. Heidrun H. Horton is entitled to compensation for services performed for the Department of the Army for a period of 2 months after the termination of her temporary appointment. A voucher representing payment for this period is enclosed with the request.

For the following reasons it is our view that Mrs. Horton is entitled to compensation for the period June 1 through July 31, 1977.

While there are conflicting statements as to what actually occurred, it appears that Mrs. Horton, a member of the Army Reserve, was employed with a Reserve unit as an Administrative Supply Technician, GS-6, under a 30-day temporary appointment effective May 2, 1977. This appointment expired on May 31, 1977. However, Mrs. Horton continued to perform the duties of the position from June 1, 1977, through July 31, 1977, with the knowledge of her supervisors and was in fact encouraged to remain in the position by them. Time and attendance cards were submitted by her supervisors, but she did not receive compensation for this period.

Apparently, during this period attempts were being made by her supervisors to secure an appointment for her which would be retroactive although for various reasons they were unsuccessful. On August 1, 1977, Mrs. Horton received another temporary appointment and in November 1977 this appointment was converted to career conditional.


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When an officer or employee performs the duties of an office or position with apparent right and under color of an appointment and claim of title to an existing position, such officer or employee is a de facto officer or employee. It is well established that an individual who is a de facto officer or employee is entitled to retain any compensation received. Furthermore, persons serving in good faith and with no fault on their part as de facto officers may be paid compensation equal to the reasonable value of the services rendered during such period of service. See In the Matter of Timothy P. Connolly, B-186229, June 8, 1977, and 55 Comp. Gen. 109 (1975).

In this case, it seems that Mrs. Horton and her supervisors believed that a retroactive appointment covering the period in question would be made. Also, there appears to have been a lack of communication and a considerable amount of misunderstanding and lack of knowledge concerning appointment procedures.

Thus, in the particular circumstances of this case, it is our view that Mrs. Horton is without fault and continued serving in the position in good faith.

Accordingly, payment is authorized on the voucher, if otherwise correct.

  
Deputy Comptroller General  
of the United States